

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

JODY KRUG,)	Case No. _____
)	
Plaintiff,)	
)	
v.)	NOTICE OF REMOVAL
)	
AUTO-OWNERS INSURANCE)	
COMPANY)	
)	
Defendant.)	

COMES NOW the Defendant Auto-Owners Insurance Company, by and through its attorneys of record, and hereby gives notice pursuant to 28 U.S.C. §§ 1331, 1441, and 1446, *et seq.*, of removal of the action from the District Court of Douglas County, Nebraska, Case Number CI 23-8151, to the United States District Court for the District of Nebraska. In support of this Notice of Removal, the Defendant states as follows:

1. On or about October 10, 2023, the above-titled action was filed in the District Court of Douglas County, Nebraska, and was entitled Jody Krug v. Auto-Owners Insurance Company. The Complaint is found in the records of the District Court of Douglas County, Nebraska, at Case No. CI 23-8151, and a copy thereof is attached hereto as Exhibit 1.
2. The Complaint alleges that the Plaintiff is domiciled in Douglas County, Nebraska, and on information and belief, Defendant alleges that Plaintiff is a resident of the State of Nebraska.
3. The Defendant is a corporation in the State of Michigan, and having its principal place of business located in Michigan.

4. This Notice of Removal is filed within thirty days of the Defendant's receipt of the Summons and Complaint by certified mail on October 17, 2023.
5. This Notice of Removal is timely filed under 28 U.S.C. §1446 and Federal Rule of Civil Procedure 6. Written notice of the filing of this Notice of Removal will be promptly served on Plaintiff, through its counsel of record, and a true and correct copy of this Notice of Removal will be filed with the Clerk of the District Court of Douglas County, Nebraska, concurrently or as soon as practicable thereafter.
6. This action is one of a civil nature over which the Federal District Court has original jurisdiction under 28 U.S.C. § 1331, and is one that may be removed to this Court by this Defendant pursuant to the provisions of 28 U.S.C. § 1332 because it arises under diversity of citizenship.
7. The amount in controversy exceeds \$75,000.00.
 - a. The Complaint alleges that the Plaintiff is the owner of residential real property in Omaha, Nebraska, that was damaged by wind and hail on July 7, 2021.
 - b. The Complaint alleges that Defendant issued a liability insurance policy providing property insurance covering Plaintiff's residence that was in effect at the time of the damage.
 - c. Plaintiff alleges that she incurred a loss of \$503,716.25 "towards the total loss of the Residence."
 - d. Plaintiff alleges Defendant refused to pay anything on the claim.
 - e. The Complaint also alleges bad faith and a violation of Nebraska's Unfair Insurance Claims Settlement Practices Act and alleges that Plaintiff suffered emotional distress due to Defendant's bad faith refusal to pay the claim.
 - f. The Complaint also alleges that Plaintiff suffered substantial other damages apart from severe emotional distress.
 - g. Although Plaintiff has not quantified the claimed damages other than the

contract claim for \$503,716.25, Defendant presumes that Plaintiff will seek additional sums for her claim of “severe emotional distress” and other harm alleged to have resulted from the alleged bad faith refusal to pay the claimed policy proceeds.

- h. The Complaint also asks for attorney fees under Neb. Rev. Stat. § 44-359.
- 8. Attached to this Notice as Exhibit 2 is a Summons issued on October 13, 2023, by the Douglas County, Nebraska, District Court Clerk for service upon Auto-Owners Insurance Company with respect to the original Complaint. Attached as Exhibit 3 is the Praecipe filed by Plaintiff to obtain the Summons.
- 9. The attached Exhibits 1, 2, and 3 are the only documents appearing on the state court docket. There are no pending motions in the state court case.

WHEREFORE, Defendant respectfully requests that the above-captioned action now pending in the District Court of Douglas County, Nebraska, be removed to and be tried and determined in the United States District Court for the District of Nebraska.

DEMAND FOR JURY TRIAL

The Defendant hereby demands a jury trial to be held in Omaha, Nebraska.

Dated this 16th day of November, 2023.

AUTO-OWNERS INSURANCE
COMPANY, Defendant

By: /s/Michael T. Gibbons
Michael T. Gibbons, #21263
Woodke & Gibbons, PC, LLO
619 N. 90th Street
Omaha NE 68114
Phone: (402) 391-6000
Fax: (402) 391-6200
mgibbons@woglaw.com
Attorneys for Defendant

CERTIFICATE OF SERVICE

It is hereby certified that a copy of the above and foregoing document was served via the Court's CM/ECF system the below-listed attorneys of record on the 16th day of November, 2023:

Ryan M. Hoffman
3569 Leavenworth Street
Omaha, Nebraska 6810554
hoffman@bhjlawyers.com

/s/Michael T. Gibbons

Filed in Douglas District Court
 *** EFILED ***
 Case Number: D01CI230008151
 Transaction ID: 0020603630
 Filing Date: 10/10/2023 05:29:12 PM CDT

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

JODY KRUG)	Case No. CI 23-
Plaintiff.)	
)	COMPLAINT
vs.)	
AUTO-OWNERS INSURANCE)	
COMPANY,)	
Defendant.)	

COMES NOW the Plaintiff, Jody Krug, by and through her Attorney Ryan M. Hoffman, and for Plaintiff's Complaint against Defendant, Auto-owners Insurance Company, hereby states and alleges as follows:

1. At all times relevant, Plaintiff are, and continue to be, individuals domiciled in Omaha, Douglas County, Nebraska.
2. Defendant Auto-owners Insurance company is a corporation, with its principal place of business at: 6161 Anacabri Boulevard, Lansing Michigan 48917.
3. Plaintiff is the owner of property, a residential home, located at 4411 Q Street, Omaha, Nebraska, including its contents and other structures on the property ("Residence").
4. The Residence suffered severe wind and hail damage on July 7, 2021.
5. At the time of said damage, the Residence was covered by Defendant's insurance policy #39037989 ("The Policy") which was in effect at the time of said damage.
6. Defendants assigned Claim Number 300-0336233-2022 to Plaintiff's Claim ("Claim") for loss to the Residence under the Policy.
7. To date, Plaintiff have incurred a loss of \$503,716.25 towards the total loss of the Residence.
8. Plaintiff have incurred out of pocket expenses on repairs.
9. Plaintiff has made numerous attempts to resolve the claim.
10. Defendant has refused to pay for anything on the Claim in accordance with the Policy.
11. Defendant's failure to timely investigate and pay the Claim, or to make a reasonable offer sufficient to cover Plaintiff's loss under the Policy, is a breach of Defendant's obligation to Plaintiff under the Policy.
12. Defendant's actions, or lack thereof, regarding Plaintiff's loss constitute bad faith; such bad faith was deliberate, intentional, and purposeful.



13. Defendant action are a violation of the insurance laws of Nebraska, Neb. Rev. Stat. § 44-1010 et seq., namely Neb. Rev. Stat. § 44-1539 – 1540, the Unfair Insurance Claims Settlement Practices Act.

CLAIMS FOR RELIEF

14. Plaintiff re-alleges paragraphs 1-13 of the Complaint as if set forth fully herein.
15. The Policy is a valid and enforceable contract.
16. Plaintiff has performed or tendered all performance under the Policy.
17. Defendant has breached its obligations by failing to pay Plaintiff the amount due for the Residence and all other associated expenses incurred due to the loss of the Residence, in accordance with the Policy.
18. Plaintiff has been damaged in the amount of not less than \$503,716.25 in damages, plus interest, as a result of Defendant's breach.

BAD FAITH

19. Plaintiff re-alleges paragraphs 1-18 of the Complaint as if set forth fully herein.
20. Defendant had no reasonable basis for denying all or portions of the Claim.
21. Plaintiff have made numerous attempts, themselves and through counsel, to resolve the Claim in full.
22. Defendant knew of, or recklessly disregarded, the lack of a reasonable basis for denying the Claim.
23. Defendant's failure to timely investigate and pay the Claim and to make a reasonable offer sufficient to cover Plaintiff's loss under the Policy, constitutes bad faith, and a violation of Nebraska's Unfair Insurance Claims Settlement Practices Act.
24. Such bad faith by Defendant was deliberate, intentional, and purposeful.
25. Plaintiff suffered emotional distress due to Defendant's bad faith refusal to pay the Claim.
26. Plaintiff has suffered substantial other damages apart from severe emotional distress due to Defendant's bad faith refusal to pay the Claim.

WHEREFORE: Plaintiff respectfully requests that the Court:

- A. Find that the Defendant is in breach of its obligations pursuant to the policy in award of damages in an amount to be determined at Trial, but not less than \$503,716.25.

- B. Find that the Defendant is liable for all damages sustained by Plaintiff in conjunction with Defendant's bad faith violation of Nebraska's insurance rules regarding Plaintiff's loss for the allegations set forth herein, and the above-captioned matter.
- C. Find that Defendant's bad faith violation of Nebraska Statutes are the sole, actual and proximate cause of any and all damages sustained by Plaintiff in Plaintiff's effort to have their loss covered since the July 7, 2021 incident.
- D. Enter a Judgment against the Defendant, in an amount to be determined at Trial, but not less than \$503,716.25, for all damages sustained by Plaintiff in conjunction with Defendant's bad faith and breach of contract, the allegations set forth herein, in the above-captioned matter, along with pre-judgment interest and/or post-judgment interest awardable by law.
- E. Order that the Defendant pay the Plaintiff all costs and/or attorney fees incurred by Plaintiff in conjunction with the above-captioned matter pursuant to Neb. Rev. Stat. § 44-359.
- F. Award all other and/or further relief as the Court deems just and/or equitable under the premises to Plaintiff.
- G. Plaintiff demands a jury trial in conjunction with the above-captioned matter.

Date: October 10, 2023

s/ Ryan M. Hoffman
Ryan M. Hoffman, #23183
Kory L. Quandt, #26618
Bressman, Hoffman,
Jacobs & Quandt
3569 Leavenworth Street
Omaha, NE 68105
(402) 333-4774
rhoffman@bhjlawyers.com
kquandt@bhjlawyers.com
Attorneys for Plaintiff

Image ID:
D00881799D01

SUMMONS

Doc. No. 881799

IN THE DISTRICT COURT OF Douglas COUNTY, NEBRASKA
1701 Farnam-Clerk of District Court
1717 Harney-Separate Juvenile Court
Omaha NE 68183

Jody Krug v. Auto-Owners Insurance Company

Case ID: CI 23 8151

TO: Auto-Owners Insurance Company

FILED BY
Clerk of the Douglas District Court
10/13/2023

You have been sued by the following plaintiff(s):

Jody Krug

Plaintiff's Attorney: Ryan M Hoffman
Address: 3569 Leavenworth Street
Omaha, NE 68105

Telephone: (402) 333-4774

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Nebraska Supreme Court Rule 2-208 requires individuals involved in a case who are not attorneys and representing themselves to provide their email address to the court in order to receive notice by email from the court about the case. Complete and return the attached form to the court if representing yourself. This document is not the same as a response to the lawsuit which must be filed as a separate document.

Date: OCTOBER 13, 2023

BY THE COURT:

Crystal Shoacka
Clerk



COURT COPY



Image ID:
D00881799D01

SUMMONS

Doc. No. 881799

PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE
COMPLAINT/PETITION ON:

Auto-Owners Insurance Company
6161 Anacapri Boulevard
Lansing, MI 48917

Method of service: Certified Mail

You are directed to make such service within ten days after the date of issue,
and file with the court clerk proof of service within ten days after the signed
receipt is received or is available electronically, whichever occurs first.

COURT COPY

SERVICE RETURN

Doc. No. 881799

Douglas District Court
1701 Farnam-Clerk of District Court
1717 Harney-Separate Juvenile Court
Omaha NE 68183

To:

Case ID: CI 23 8151 Krug v. Auto-Owners Insurance Company

Received this Summons on _____, _____. I hereby certify that on
_____, _____ at _____ o'clock ____M. I served copies of the Summons
upon the party:

by _____

as required by Nebraska state law.

Service and return \$ _____

Copy _____

Mileage _____miles _____

TOTAL \$ _____

Date: _____ BY: _____
(Sheriff or authorized person)

**CERTIFIED MAIL
PROOF OF SERVICE**

Copies of the Summons were mailed by certified mail,
TO THE PARTY: _____

At the following address: _____

on the _____ day of _____, _____, as required by Nebraska state law.

Postage \$ _____ Attorney for: _____

The return receipt for mailing to the party was signed on _____, _____.

To: Auto-Owners Insurance Company
6161 Anacapri Boulevard
Lansing, MI 48917

From: Ryan M Hoffman
3569 Leavenworth Street
Omaha, NE 68105

COURT COPY

ATTACH RETURN RECEIPT & RETURN TO COURT

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

JODY KRUG)	Case No. CI 23-
Plaintiff.)	
)	PRAECIPE FOR SERVICE
vs.)	
AUTO-OWNERS INSURANCE)	
COMPANY,)	
Defendant.)	

TO THE CLERK OF THE DISTRICT COURT:

Please issue Summons to be served by US Certified Mail along with a copy of the Complaint upon the Defendant, Auto-Owners Insurance Company, as follows:

Auto-Owners Insurance Company
6161 Anacapi Boulevard,
Lansing Michigan 48917

Date: October 10, 2023

s/ Ryan M. Hoffman
Ryan M. Hoffman, #23183
Kory L. Quandt, #26618
Bressman, Hoffman,
Jacobs & Quandt
3569 Leavenworth Street
Omaha, NE 68105
(402) 333-4774
rhoffman@bhjlawyers.com
kquandt@bhjlawyers.com
Attorneys for Plaintiff

METHOD OF SERVICE: Certified Mail

